

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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ROBERT FILER,

Plaintiff,

**STIPULATION OF
SETTLEMENT**

-against-

14-CV-5672 (PKC) (LB)

THE CITY OF NEW YORK, DETECTIVE CRAIG BIER,
DETECTIVE JAMES ZOZZARO, and OFFICER
MATTHEW VORRARO,

Defendants.

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WHEREAS, plaintiff commenced this action by filing a complaint on or about September 4, 2014, and filed an amended complaint on or about May 20, 2016 alleging that the defendants violated plaintiff's federal civil and local law rights and rights under the Americans with Disabilities Act; and

WHEREAS, defendants City of New York, Detective Craig Bier, Detective James Zozzaro, and Officer Matthew Vorraro have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraph "2" below.

2. Plaintiff hereby agrees to dismiss with prejudice all claims against the defendants and to release defendants City of New York, Detective Bier, Detective Zozzaro and Officer Vorraro; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff's civil rights, violations of plaintiff's rights under the Americans with Disabilities Act, and any and all related state and local law claims, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees. In consideration for the foregoing, defendant City of New York hereby agrees to pay plaintiff Robert Filer a total of Forty Five Thousand (\$45,000.00) Dollars to be disbursed as follows:

One check in the amount of Thirty Thousand (\$30,000.00) Dollars made payable to plaintiff Robert Filer (social security number [REDACTED]; and

One check in the amount of Fifteen Thousand (\$15,000.00) Dollars to plaintiff's attorneys New York Lawyers for the Public Interest (tax identification number [REDACTED]).

3. The New York City Police Department has already begun an internal review of its policies and/or practices regarding reasonable accommodations afforded to arrestees whose mobility disability necessitates a wheelchair, from the time of arrest through arraignment. The New York City Police Department, in consultation with other agencies of the City of New York, will continue to plan and implement an ADA-compliant solution specific to the transportation of arrestees whose mobility disability necessitates a wheelchair. The New York City Police Department anticipates that this internal review will be complete and

implementation will begin on or before 12 months from execution of a settlement agreement in this matter and dismissal of the case.

4. Plaintiff shall execute and deliver to the City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph "2" above and an Affidavit of Status of Licens. Prior to tendering the requisite documents to effect this settlement, Medicare-recipient plaintiffs must obtain and submit a final demand letter from their Medicare provider(s) for the reimbursement of any conditional payments made by Medicare for the injuries claimed in this matter. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

5. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York.

6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

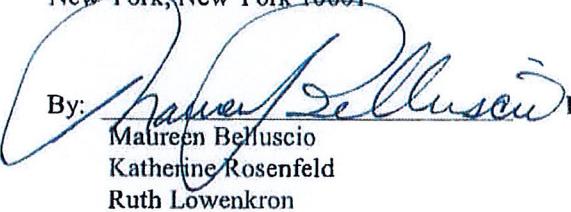
7. Plaintiff agrees to hold harmless defendants regarding any past and/or future Medicare claims, presently known or unknown, in connection with this matter. If Medicare are not satisfied, defendants reserve the right to issue a multiparty settlement check naming the Medicare provider for the amount claimed in the Medicare provider's final demand letter.

8. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

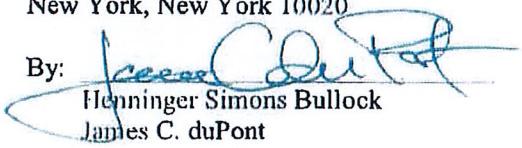
Dated: New York, New York

8/14, 2017

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By: 
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Assistant Corporation Counsel

SO ORDERED:

~~HON. PAMELA K. CHEN
UNITED STATES DISTRICT JUDGE~~

Dated: 8/14/2017, 2017

AN
8/14/2017